WARNING

THIS CONTRACT INVOLVES HAZARDOUS MATERIAL

SEE SEPARATE HAZARDOUS COMPONENT SAFETY DATA STATEMENTS FOR TECHNICAL DATA AND SAFETY REQUIREMENTS

NSN: DOD HAZARDOUS CLASS/DIV: STORAGE COMP GROUP: UNO SERIAL NUMBER: DOT LABEL: PROPER SHIPPING NAME:

(Title of End Item and IFB, RFQ, RFP'S, ETC or Contract Number)

Insensitive Munitions Performance Test for Shoulder Launched Multipurpose Assault Weapon High Explosive Dual Purpose Encased Assault Rocket. RFP N00178-03-R-1039

FIRMS MUST HAVE ADEQUATE FACILITIES FOR HANDLING AMMUNITION, EXPLOSIVES,

or other unique military related dangerous material involved that could adversely affect personnel and property in the event of explosion, fire or exposure. Prior to contract award, the Government will thoroughly investigate the ability of prospective contractor to comply with safety requirements.

INFORMATION TO OFFERORS OR QUOTERS SECTION A - COVER SHEET

Form Approved OMB No. 9000-0002 Expires Sep 30, 2000

The public reporting burden for this collection of information is estimated to average 35 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (9000-0002), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

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Contracting Officer, Naval	Surface Warf	are Center	1		Oual Purpose Encased Assault Rocket	
17320 Dahlgren Road, Dai			[- - •		
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ADDITIONAL INFORMATION To the property of the relative remoten		zal Surface V	Warfare (Center, Dahloren Division	(NSWCDD) located at Dahlgren, Virginia,	
		there has been a history of bid proposals sent via one-day delivery service not being received in a timely manner. Offerors are thus				
	advised to be aware of FAR 14.304 and 15.412 and to take proper steps to assure timely receipt of their bid/proposals at NSWCDD, Dahlgren. Limited to: Talley Defense Systems, Inc., 4051 N. Highley Road, Mesa, AZ 85277-4299.					
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SECTION A Solicitation/Contract Form

CLAUSES INCORPORATED BY FULL TEXT

Ddl-A20 NOTICE TO CONTRACTORS

NOTICE TO CONTRACTORS

THE PURPOSE OF THIS NOTICE IS TO BRING MATTERS TO YOUR ATTENTION WHICH CAN AFFECT PAYMENT OF YOUR INVOICES.

CCR ANNUAL RENEWAL

YOU MUST CONFIRM YOUR REGISTRATION IN THE CENTRAL CONTRACTOR REGISTRATION (CCR) DATABASE OR THE DEFENSE FINANCE AND ACCOUNTING SERVICE (DFAS) MAY NOT PROCESS YOUR INVOICE. YOU MAY OBTAIN MORE INFORMATION ON THIS ANNUAL RENEWAL CONFIRMATION PROCESS BY CALLING 1-888-227-2423 OR VIA THE INTERNET AT http://www.ccr2000.com/

EFTS

ELECTRONIC FUNDS TRANSFER (EFT) PAYMENTS ARE BASED ON THE EFT INFORMATION CONTAINED IN THE CCR DATABASE. IT IS CRITICAL THAT YOU ENSURE THAT YOUR EFT INFORMATION IN THE CCR DATABASE REMAINS CURRENT AND CORRECT.

INVOICES

INVOICES MUST BE PREPARED AS PRESCRIBED BY THIS CONTRACT/ORDER OR THEY MAY BE REJECTED BY THE PAYING OFFICE. THIS CONTRACT/ORDER INCORPORATES ONE OR MORE OF THE FOLLOWING CLAUSES REGARDING PREPARATION AND SUBMISSION OF INVOICES:

FAR 52.212-4

FAR 52.213-2

FAR 52.232-25

NAPS 5252.232-9000

NAPS 5252.232-9001

NAPS 5252.232-9002

NAPS 5252.232-9003

PLEASE INSURE THAT INVOICES ARE PREPARED AND SUBMITTED IN ACCORDANCE WITH THESE CLAUSES AND THE FOLLOWING ADDITIONAL INFORMATION:

<u>INVOICE PREPARATION</u> – PLEASE ENSURE THAT YOUR INVOICE CLEARLY REFLECTS:

- (1) INVOICE NUMBER,
- (2) DATE OF INVOICE,
- (3) COMPANY NAME AND REMIT TO ADDRESS (COMPANY NAME ON THE INVOICE MUST MATCH THE COMPANY NAME ON THE CONTRACT/ORDER),
- (4) CONTRACT/ORDER NUMBER, AND
- (5) INVOICE AMOUNT.

INVOICE SUBMISSION – IF A "SUBMIT TO" ADDRESS IS DESIGNATED IN ONE OF THE CLAUSES LISTED ABOVE, SUBMIT THE ORIGINAL AND THREE COPIES OF EACH INVOICE TO THAT ADDRESS AND SUBMIT ONE COPY TO THE ADDRESS SHOWN BELOW. IF THERE IS NO ADDRESS DESIGNATED IN ANY OF THE CLAUSES LISTED ABOVE, SUBMIT THE ORIGINAL AND THREE COPIES OF EACH INVOICE TO THE ADDRESS SHOWN BELOW. IN ADDITION, SUBMIT ONE COPY OF EACH INVOICE TO THE CONTRACT SPECIALIST AT THE ISSUING OFFICE ADDRESS SHOWN OF THE FACE OF THE DOCUMENT:

NAVAL SURFACE WARFARE CENTER, DAHLGREN DIVISION ATTN: CODE XDM24I / VENDOR PAY 17320 DAHLGREN ROAD DAHLGREN, VA 22448-5100

REGISTER FOR INVOICE STATUS

YOU CAN REGISTER AT THE FOLLOWING WEB SITE TO MONITOR THE STATUS OF YOUR INVOICES. THIS IS THE VENDOR PAY INQUIRY SYSTEM-MOCAS USER REGISTRATION. http://yendorpay.dfas.mil/newuser

SECTION B Supplies or Services and Prices

ITEM NO 0001	SUPPLIES/SERVICES	QUANTITY 1.00	UNIT Lot	UNIT PRICE	AMOUNT
	IM Performance tests for S (Section C)	MAW/HEDP in a	ccordance with	Statement of Work	
				NET AMT	
ITEM NO 0002	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Data IAW DD Form 1423				Not Separately Priced

TOTAL AMT

SECTION C Descriptions and Specifications

IM Performance tests for SMAW/HEDP

C.1. Background

The SMAW Program and IMAD have developed a candidate explosive to replace aluminized COMP A-3 in the SMAW warhead. The capability of SMAW to defeat either a soft target such as earthen and sand filled bag bunkers or to successfully attack a hard target such as masonry walls or light armor is the most critical requirement that SMAW/HEDP must meet. Preliminary safety tests show improved IM characteristics using the new explosive when compared with COMP A-3 results. In addition some limited soft target performance test work was done that identified PBXIH-18 as a most promising choice. The composition of this explosive is 30% aluminum and 70% PBXN-9 where proportions of 92% HMX and 8% binder are used.

C.2. Purpose

The purpose of the current test effort is to obtain sufficient data from which to make a statistically meaningful estimate for reliability of the MK 420 Mod 0 fuze in cooperation with a different explosive fill in the warhead. The performance test work will quantify operation of the dual-purpose fuze together with the improved IM warhead candidate PBXIH-18.

C.3. Scope of test work

The warheads are to be rocket launched using Mk 3 Mod 0 dual mode SMAW configuration. A fully functional fuze will be used. The first requirement is to test IM warheads in soft target mode. Reliability with respect to the number of reverse functions of the dual mode fuze will be investigated. A part of soft target function reliability may be to verify the minimum arming distance feature that is used to safeguard the troops operating the weapon. A second requirement is to test warheads in hard target mode. The warheads used for these varied test efforts will be loaded with PBXIH-18. However a very limited number of in service warheads (COMP A-3) will be fired to verify test set up and to provide comparison data of hard target spall effects.

C.4. Test Set Up

- C.4.1 Soft target Tests. A statistically significant number (15) of warheads are to be launcher fired into a sand bag wall with free standing sand behind the wall. A double row construction will be used to simulate a soft type of bunker target. The tests will require that a determination be made as to whether detonation occurred coincident with initial impact or at the desired time delay thereafter. The distance from the exit plane of the launcher to the target shall be 100 ft. The test setup may alternatively use a hard target type obstruction at a separation distance of 30 ft. behind the sand bag bunker wall.
- C.4.2 Hard target Tests. A second number (48) of warheads will be fired from SMAW launcher into a solid armor type target. The RHA plate should be steel of 2.25 inch thickness. All of the targets used to evaluate spall behavior shall be constructed from the same material lot to ensure comparable behavior. The distance from the exit plane of the launcher to the target shall be 100ft. These warheads will be tested after temperature conditioning. Half the number will be conditioned hot and the remaining rounds (24) will be conditioned cold. Of each set of

temperature conditioned warheads, half will be fired to impact the target at 0° angle of obliquity and the remaining (12) will be tested with impact obliquity of 45°.

C.5. Procedure

Prior to the test of any PBXIH-18 loaded warheads, the first event of each test day will use an inservice warhead loaded with COMP A-3. Of interest are the spall characteristics resulting from impact for these two types of high explosive. Impact points should be 3 to 5 spall diameters distance from each other.

C.6. Instrumentation Requirement

High-speed video is needed to collect data that can provide confirmation of SMAW velocity as the warhead exits the launch tube. Gauges to measure blast pressure are desired.

- C.6.1 Videographic coverage Every test event shall be recorded with two video cameras. One video camera should capture an overall view of the test target area and the approach of the warhead to the target. For comparison of target spall characteristics, the back of the target will be video recorded during impact using a separate high speed video camera
- C.6.2 Photographic coverage Still photos shall be taken to document the test setup and posttest results. A digital camera shall be used to facilitate the transfer of pictures into a report document.
- C.6.3 Velocity of the SMAW warhead at the exit plane of the launcher should be measured. A radar system is preferred. Expected velocity magnitude of the warhead as it exits the launcher tube is 720 fps (+/- 10 fps).

C.7. Division of Responsibility

- C.7.1 NSWCIH/Yorktown will prepare a sufficient amount of PBXIH-18 and use it to press load a total of <u>63</u> warhead shell cases. After warheads are loaded with explosive, a cavity for the fuze need be machined to specification. Finally Yorktown will ship the test warheads to the test site.
- C.7.2 NSWCDD will provide the shell cases to Yorktown detachment so that they can be press loaded with PBXIH-18. Overall project management responsibility will be assumed by NSWCDD.

C.8. Documentation Requirement

The results for both the soft target test firings and the hard target tests need to be documented. Test reports are to be provided to NSWCDD in a timely manner upon completion of the empirical work. Copies of video coverage and picture file records should also be provided as needed.

SECTION D Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

HQ D-1-0001 DATA PACKAGING LANGUAGE

All unclassified data shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated January 1995.

HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor:

G. Stevens Miller, G72 Naval Surface Warfare Center 17320 Dahlgren Road Dahlgren, VA 22448-5100

SECTION E Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	DAHLGREN VA	NSWCDD CODE G31	DAHLGREN VA	NSWCDD CODE G31
0002	DAHLGREN VA	NSWCDD CODE G31	DAHLGREN VA	NSWCDD CODE G31

CLAUSES INCORPORATED BY REFERENCE:

52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	DEC 1991

SECTION F Deliveries or Performance

DELIVERY INFORMATION

CLINS DELIVERY DATE UNIT OF ISSUE QUANTITY FOB SHIP TO ADDRESS

1.00

0001 31 May 2003

Lot

Dest. G. Stevens Miller, G72

Naval Surface Warfare Center 17320 Dahlgren Road Dahlgren, VA 22448-5100

0002

SAME AS ABOVE

Dest. SAME AS ABOVE

CLAUSES INCORPORATED BY REFERENCE:

52.242-15	Stop-Work Order	AUG 1989
52.247-34	F.O.B. Destination	NOV 1991
252.223-7003	Changes In Place Of PerformanceAmmunition And Explosives	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

Ddl-F20 RECEIVING HOURS OF OPERATION

All deliveries to the Receiving Officer, Dahlgren Division, Naval Surface Warfare Center, Dahlgren, VA shall be made Monday through Friday from 7:00 a.m. to 2:30 p.m., local time. Deliveries will not be accepted after 2:30 p.m. No deliveries will be made on government holidays.

Ddl-F21 ENTRANCE OF VEHICLES CARRYING ARMS, AMMUNITION, AND/OR EXPLOSIVES (AA&E)

This clause applies if AA&E materials are being delivered to NSWCDL. AA&E materials consist of ammunition, explosives, ordnance items (live loaded, empty and/or inert), and ordnance related items (live loaded, empty, and/or inert). Carriers of these materials are restricted from entering NSWCDL at any gate other than B Gate, which is located on Route 301 approximately 2 miles south of the Harry W. Nice Bridge. Deliveries of AA&E materials will be accepted Monday through Friday only between the hours of 0700 and 1430 local time. Vehicles arriving outside these hours shall proceed to B Gate where they shall contact the NSWCDL Security Officer for instructions.

Ddl-F40 CONTRACTOR NOTICE REGARDING LATE DELIVERY

In the event the contractor anticipates or encounters difficulty in complying with the contract delivery schedule or date, he/she shall immediately notify, in writing, the Contracting Officer and the cognizant Contract Administration Services Office, if assigned. The notice shall give the pertinent details; however such notice shall not be construed as a waiver by the Government of any contract delivery schedule, or of any rights or remedies provided by law or under this contract.

SECTION G Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE:

252.242-7000 Postaward Conference

DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

Ddl-G1 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

The payment office shall ensure that each payment under this contract is made in accordance with the accounting classification reference numbers (ACRNs) shown on each individual invoice. ACRNs are cited by the contractor on each invoice in accordance with clause 5252.232-9000, 5252.232-9001, or 5252.232-9003, as appropriate.

Ddl-G12 POST-AWARD CONFERENCE

(a) A Post-Award Conference with the successful offeror will be conducted within [*] days after award of the contract. The conference will be held at the address below:

Location/Address: [*]

- (b) The contractor will be given [*] working days notice prior to the date of the conference by the Contracting Officer.
- (c) The requirement for a post-award conference shall in no event constitute grounds for excusable delay by the Contractor in performance of any provisions in the contract.
- [*] -- to be specified at contract award

NAPS 5252.232-9000 SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992)

- (a) "Invoice" as used in this clause does not include contractor requests for progress payments.
- (b) The contractor shall submit original invoices with 4 copies to the address identified in the solicitation/contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).
- (c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.
- (d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.
 - (e) The contractor shall prepare:
 - a separate invoice for each activity designated to receive the supplies or services.
 a consolidated invoice covering all shipments delivered under an individual order.
 either of the above.
- (f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

SECTION H Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

Ddl-H50 NOTICE OF INCORPORATION OF SECTION K

Section K of the solicitation (Representation, Certifications and Other Statements of Offerors) will not be distributed with the contract; however, it is incorporated in and forms a part of the resultant contract as though furnished in full text therewith.

SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	
52.202-1	Definitions	DEC 2001
52.203-5	Gratuities Contract Assists Continue A.F.	APR 1984
52.203-6	Covenant Against Contingent Fees	APR 1984
52.203-7	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10 52.203-12	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-4 52.209-6	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
32.209-0	Protecting the Government's Interest When Subcontracting With Contractors	JUL 1995
52 215 2	Debarred, Suspended, or Proposed for Debarment	
52.215-2 52.215-8	Audit and RecordsNegotiation	JUN 1999
52.215-8	Order of PrecedenceUniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
32.213-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing	OCT 1997
53 310 0	DataModifications	
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.222-3	Convict Labor	AUG 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and	DEC 2001
50 000 06	Other Eligible Veterans	
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era,	DEC 2001
50.000 6	and Other Eligible Veterans	
52.223-6	Drug Free Workplace	MAY 2001
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1 Alt I	Authorization And Consent (Jul 1995) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.229-4	Federal, State And Local Taxes (Noncompetitive Contract)	JAN 1991
52.229-5	TaxesContracts Performed In U S Possessions Or Puerto Rico	APR 1984
52.232-2	Payments Under Fixed-Price Research And Development Contracts	APR 1984
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	FEB 2002
52.232-33	Payment by Electronic Funds TransferCentral Contractor Registration	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.242-2	Production Progress Reports	APR 1991
52.242-12	Report of Shipment (REPSHIP)	JUL 1995
52.242-13	Bankruptcy	JUL 1995
	ChangesFixed-Price (Aug 1987) - Alternate V	APR 1984
52.244-5 52.244-6	Competition In Subcontracting	DEC 1996
52.244-6 52.246.25	Subcontracts for Commercial Items	MAY 2002
52.246-25	Limitation Of LiabilityServices	FEB 1997
52.249-2 52.249-9	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
ンム・ムサフーブ	Default (Fixed-Priced Research And Development)	APR 1984

52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related	MAR 1999
	Felonies	MAK 1999
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004		NOV 2001
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The	NOV 1995
	Intermediate Range Nuclear Forces (INF) Treaty	110.200
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a	MAR 1998
	Terrorist Country	
252.223-7002	Safety Precautions For Ammunition And Explosives	MAY 1994
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7009	Duty-Free EntryQualifying Country Supplies (End Products and Components)	AUG 2000
252.225-7012	Preference For Certain Domestic Commodities	APR 2002
252.225-7014	Preference For Domestic Specialty Metals	MAR 1998
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD	SEP 2001
252 227 7012	Contracts	
252.227-7013	Rights in Technical DataNoncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer	JUN 1995
252 227 7015	Software Documentation	
252.227-7015	Technical DataCommercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted RestrictionsComputer Software	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical DataWithholding Of Payment	MAR 2000
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	SEP 1999
252.243-7001 252.243-7002	Pricing Of Contract Modifications	DEC 1991
252.244-7000	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.247-7024	Transportation of Supplies by Sea	MAY 2002
<u> </u>	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.223-3 Hazardous Material Identification and Material Safety Data (Jan 1997)

- (a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).
- (b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material	Identification No.
(If none, insert "None")	
	NATE - 10 - 10 - 11 - 11 - 11 - 11 - 11 - 1

- (c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.
- (d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.
- (e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.
- (f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.
- (g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.
- (h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:
 - (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --
 - (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
 - (ii) Obtain medical treatment for those affected by the material; and
 - (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.
 - (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
 - (3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of Clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov/far www.acq.osd.mil/dp/dars/dfars

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any DFARS (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

252.223-7001 HAZARD WARNING LABELS (DEC 1991)

- (a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.
- (b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:
 - (1) Federal Insecticide, Fungicide and Rodenticide Act;
 - (2) Federal Food, Drug and Cosmetics Act:
 - (3) Consumer Product Safety Act;
 - (4) Federal Hazardous Substances Act; or
 - (5) Federal Alcohol Administration Act.
- (c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

		į	r	***************************************	
	MATERIAL (If None, Insert "None.")			ACT	
ļ	I The state of the	ļ	ļ		
		i	<u></u>		-
1		-			
		1	1		

- (d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.
- (e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

252.223-7003 CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES (DEC 1991)

- (a) The Offeror shall identify, in the "Place of Performance" provision of this solicitation, the place of performance of all ammunition and explosives work covered by the Safety Precautions for Ammunition and Explosives clause of this solicitation. Failure to furnish this information with the offer may result in rejection of the offer.
- (b) The Offeror agrees not to change the place of performance of any portion of the offer covered by the Safety Precautions for Ammunition and Explosives clause contained in this solicitation after the date set for receipt of offers without the written approval of the Contracting Officer. The Contracting Officer shall grant approval only if there is enough time for the Government to perform the necessary safety reviews on the new proposed place of performance.
- (c) If a contract results from this offer, the Contractor agrees not to change any place of performance previously cited without the advance written approval of the Contracting Officer

DEMILITARIZATION CLAUSE/UNCLASSIFIED AND UNLOADED AMMUNITION METAL PARTS (OR COMPONENT THEREOF)

(a) The items called for by this contract are military items, the following provision as to the disposal of completed or partially completed parts, components, subassemblies, and end items will apply. Property (whether title to the property is in the Government or not, and including parts, components, subassemblies and assemblies to the extent indicated below) of the type covered by this contract for which the Contractor does not claim or is refused payment (including, but not limited to, rejects or overruns) under the provisions of this contract, but which is manufactured, fabricated, assembled, or produced in connection with the manufacture, fabrication, assembly or production of the items covered by this contract, and which is manufactured, fabricated, assembled or produced on the basis of or with the aid of drawings, specification, facilities, equipment, or material furnished or specified by the Government pursuant to this contract, will be completely destroyed or mutilated (whichever is prescribed) prior to final payment in the manner and to the extend herein below set forth in order that such property will be unusable or non-reclaimable for its original purpose, and to preclude the possibility of reconditioning such property to make it saleable as implements of war:

Unclassified and loaded ammunition items (or components thereof) will be destroyed by static firing, burning or detonation in accordance with the appropriate explosive disposal procedure for each specific item. This material may be destroyed on the contractor's facility, or custody may be transferred to an appropriate military explosive ordnance disposal activity for destruction.

- (b) The Contractor agrees that no items demilitarized, as stated above, will be disposed of by the Contractor other than as scrap.
- (c) Upon completion of production under this contract, the Contractor shall certify to the Administrative Contracting Officer that demilitarization, as prescribed above, has been accomplished.
- (d) The Contractor further agrees that it will include the aforesaid provisions in any subcontracts for the aforesaid items

PHYSICAL SECURITY STANDARDS FOR SENSITIVE ITEMS

The Contractor will comply with DOD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition and Explosives, 3 Feb 83, with changes 1 through 4.

TRANSPORTATION SECURITY REQUIREMENTS (CATEGORY	Y REQUIREMENTS (CATEGORY)
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Supplies procured under this contract are identified as sensitive material (Category __) under DOD 5100.76M (Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives) requiring Transportation Protective Services (TPS) in accordance with DOD 5100.76M and AR 55-355/DLAR 4500.3 (Defense Traffic Management Regulation) as added to or amended by applicable military service policies in accordance with guidance provided by Defense Logistics Agency (DLA)/Defense Contract Management Area Office (DCMAO), or other components assigned to provide contract administration services (CAS) within designated/delegated geographic areas as specified under DOD 4105.59H, DOD Directory of Contract Administration Services Components, dated January 1985, and subsequent issues thereof for offshore/OCONUS Procurements.

TRANSPORTATION SECURITY REQUIREMENTS FOR CONTRACTOR TO CONTRACTOR SHIPMENTS

Supplies procured or furnished under this contract/subcontract, which are shipped between two or more contractors, and which are qualified as sensitive in accordance with DOD 5100.76M (Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives), or are shipped as DOT Class A or B Explosives, require special Transportation Protective Services (TPS) during shipment from all points of origin to all destinations. TPS will be equivalent to the DOD security standard for the applicable sensitivity category or explosive class identified under DOD 5100.76M and AR 55-355/DLAR 4500.3 (Defense Traffic Management Regulation) as added to or amended by applicable military service policies in accordance with guidance provided by Defense Logistics Agency (DLA)/Defense Contract Management Area Office (DCMAO).

Shipper's Defense Contract Administration Service Region/Management Area Office (DCASR/DCMAO) transportation offices will furnish assistance in providing the sensitive category of items to be shipped, determining the TPS required, and obtaining the TPS from commercial carriers as necessary. This clause must be entered in all contracts/subcontracts at any tier.

252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (SEP 1999)

(a) Definition.

"Arms, ammunition, and explosives (AA&E)," as used in this clause, means those items within the scope (chapter 1, paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

National

stock

Sensitivity

Nomenclature

number

category

(c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100.76-M in effect on the date of issuance of the solicitation for this contract shall apply.

- (d) The Contractor shall allow representatives of the Defense Security Service (DSS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.
- (e) The Contractor shall notify the cognizant DSS field office of any subcontract involving AA&E within 10 days after award of the subcontract.
- (f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier-
- (1) For the development, production, manufacture, or purchase of AA&E; or
- (2) When AA&E will be provided to the subcontractor as Government-furnished property.
- (g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

(End of clause)

252.232-7007 Alt I LIMITATION OF GOVERNMENT'S OBLIGATION (AUG 1993)

- (b) For items(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (i) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (i) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (i) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".
- (d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

- (e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."
- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract if fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.
- (h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."
- (i) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execu	ition of contr	act	\$
month	day, year		\$
	day, year	\$	
month	day, year	\$	

* To be inserted after negotiation

(End of clause)

SECTION J List of Documents, Exhibits and Other Attachments

CLAUSES INCORPORATED BY FULL TEXT

Ddl-J10 LIST OF ATTACHMENTS

Attachment J.1 - Contract Data Requirements List, DD1423

SECTION K Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE:

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal	APR 1991
	Transactions	
52.222-38	Compliance with Veterans' Employment Reporting Requirements	DEC 2001
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.225-7017	Prohibition on Award to Companies Owned by the People's Republic of China	FEB 2000
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

- (a) The offeror certifies that --
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to –
- (i) Those prices,
- (ii) The intention to submit an offer, or
- (iii) The methods of factors used to calculate the prices offered:
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory --
- (1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provison ______ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);
- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

- 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)
- (a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

- 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)
- (a)(1) The Offeror certifies, to the best of its knowledge and belief, that--
- (i) The Offeror and/or any of its Principals--
- (A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
- (ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a

determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code) Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

52.215-7 ANNUAL REPRESENTATIONS AND CERTIFICATIONS--NEGOTIATION (OCT 1997)

The offeror has [check the appropriate block]:

	(a) Submitted to the contracting office issuing this solicitation, annual representations and certifications
dated _	(insert date of signature on submission) that are incorporated herein by reference, and are current,
accurat	e, and complete as of the date of this proposal, except as follows (insert changes that affect only this
proposa	ıl; if "none," so state):

____ (b) Enclosed its annual representations and certifications.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

- (a) [] It has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) [] It has, [] has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will

be obtained before subcontract awards.
(End of provision)
52.222-25 AFFIRMATIVE ACTION COMPLIANCE (FEB 1984)
The offeror represents that
(a) [] it has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
(b) [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
(End of provision)
252.225-7000 BUY AMERICAN ACTBALANCE OF PAYMENTS PROGRAM CERTIFICATE (SEP 1999)
(a) Definitions. Domestic end product, qualifying country, qualifying country end product, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.
(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.
(c) Certifications. (1) The Offeror certifies that
(i) Each end product, except those listed in paragraphs (c) (2) or (3) of this provision, is a domestic end product; and
(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
(2) The Offeror certifies that the following end products are qualifying country end products:
Qualifying Country End Products
<u>Line Item Number</u> <u>Country of Origin</u>
(List only qualifying country end products.)
(3) The Offeror certifies that the following end products are nonqualifying country end products:
Nonqualifying Country End Products
Line Item Number Country of Origin (If known)
(End of provision)

252.247-7022 REPRESENTA	TION OF EXTENT	OF TRANSPORT	ATION BY SEA	(AUG 1992)
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transportation of Supplies by Sea clause of this solicitation.
Transportation of Supplies by Sea clause of this solicitation.
(b) Representation. The Offeror represents that it:
(1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
(2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.
(End of provision)
Ddl-K20 AUTHORIZED NEGOTIATORS
The offeror shall provide the name and telephone number of personnel authorized to negotiate on behalf of the offeror:
In addition, the offeror shall provide a facsimile number and an email address to which correspondence and documents may be forwarded to the offeror, both prior to contract award and following contract award:
Facsimile:
Email:

SECTION L Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE:

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing	OCT 1997
	Data	
52.232-28	Invitation to Propose Performance-Based Payments	MAR 2000
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JUN 1995

CLAUSES INCORPORATED BY FULL TEXT

52.215-5 FACSIMILE PROPOSALS (OCT 1997)

- (a) Definition. Facsimile proposal, as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.
- (b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.
- (c) The telephone number of receiving facsimile equipment is: 540-653-7088.
- (d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--
- (1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;
- (2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and
- (3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from G. R. Vaughan, Code XDS105, 17320 Dahlgren Road, Dahlgren, VA 22448-5100.
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.acq-ref.navy.mil www.arnet.gov/far www.acq.osd.mil/dp/dars/dfars

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- (b) The use in this solicitation of any DFARS (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

Ddl-L10 PROPOSAL PREPARATION REQUIREMENTS

Offerors are required to prepare their proposals in accordance with the following organization, content and format.

(a) SOLICITATION, OFFER AND AWARD DOCUMENTS (SF 33 - RFP)

- (1) This document, which may be used as part of the contract award document, shall be fully executed and returned as a separate document from the technical/management and cost proposals. Special attention should be taken to accurately enter the prices required in Section B, complete the fill-ins in Section(s) [], complete all Representations and Certifications in Section K and ensure that an authorized person signs the offer in Block 17 of Page 1. This document shall not be embellished with any covers or binding.
- (2) Offerors are encouraged not to take exceptions to this solicitation, however, any exceptions taken to the specifications, or terms and conditions of this solicitation shall be identified in a cover letter and explained in detail in the appropriate section of the technical proposal.

(b) TECHNICAL PROPOSAL

(1) The technical proposal shall not contain any reference to cost and shall be prepared in accordance with the following guidelines and the TECHNICAL PROPOSAL specific requirements below.

- (2) The technical proposal should be written so that management and engineering oriented personnel can make a thorough evaluation and arrive at a sound determination as to whether the proposal meets the requirements of this solicitation. To this end, the proposal shall be so specific, detailed and complete as to clearly and fully demonstrate that the prospective contractor has a thorough understanding of the technical requirements contained in Section C of this solicitation. The technical proposal shall not exceed [] pages in its discussion of management, technical, corporate experience, personnel and facilities, except that additional pages will be allowed for resumes and matrices.
- (3) Statements such as "the offeror understands", "will comply with the statement of work," "standard procedures will be employed", "well known techniques will be used" and general paraphrasing of the statement of work are considered inadequate. The technical proposal must provide details concerning what the contractor will do and how it will be done. This includes a full explanation of the techniques, disciplines, and procedures proposed to be followed.
- (4) Unnecessarily elaborate brochures or other presentations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate art work, expensive paper and bindings, or expensive visual and other presentation aids are neither necessary nor desired.
- (5) In the event any portion of the technical proposal is written by anyone who is not a bona fide employee of the firm submitting the proposal, a certificate to this effect shall be furnished. It must be signed by a responsible officer of the offeror and shall show the author's name, employment capacity, the name of the person's firm, the relationship of that firm to the offeror's, and the portion of the technical proposal he/she wrote.
- (6) Technical information previously submitted, if any, may not be considered by the Government; hence, any such information should not be relied upon or incorporated in the technical proposal by reference.

(c) COST OR PRICE PROPOSAL

The cost proposal shall provide full supporting detail for the prices listed in Section B of the proposal and shall be prepared in accordance with the COST PROPOSAL specific requirements listed below.

(d) MARKING OF PROPOSALS

Proposals shall be submitted as separate volumes, as follows:

	Original	Copies
Volume I, Solicitation, Offer and Award (SF 33)	1	1
Volume II, Technical Proposal	1	1
Volume III, Cost or Price Proposal	1	1

The original of each volume shall be clearly identified as the "ORIGINAL" and bear original signatures. The copies shall be complete and clearly identified as "COPY."

Ddl-L20 TECHNICAL PROPOSAL - SPECIFIC REQUIREMENTS - NON-COMPLEX ITEMS

(a) The technical proposal shall include responses to clearly demonstrate that all the requirements included in the specifications will be met. It may include brochures, specification sheets or other descriptive literature detailing the features of the items proposed. "Descriptive literature" means information (e.g., cuts, illustrations, drawings, and brochures) that is submitted as part of a bid. Descriptive literature is required to establish, for the purpose of evaluation and award, details of the product offered that are specified elsewhere in the solicitation and

pertain to significant elements such as (1) design; (2) materials; (3) components; (4) performance characteristics; and (5) methods of manufacture, assembly, construction, or operation. The term includes only information required to determine the technical acceptability of the offered product. It does not include other information such as that used in determining the responsibility of a prospective Contractor or for operating or maintaining equipment.

- (b) The offeror shall discuss clearly and completely how each requirement will be met and reference where the information supporting the statement can be found in the technical information/descriptive literature provided. A mere statement that the offeror understands the requirement and intends to comply IS NOT SUFFICIENT. The offeror must explicitly state how he intends to comply with each of the requirements and demonstrate a comprehensive understanding of the requirements.
- (c) If the specification includes identification of a specific make and model on a "brand name or equal" basis, and the offeror states that he will provide the make and model specified, he need not address the salient characteristics included in the Description/Specification/Work Statement. He need only include the following statement "Requested Brand Name will be supplied." Offerors of the specified make or model should also address all other areas of the specifications.

Ddl-L30 PRICE PROPOSAL - SPECIFIC REQUIREMENTS - NON-COMPLEX ITEMS

Under requirements of the Federal Acquisition Regulation (FAR), the Contracting Officer is responsible for determining reasonableness of pricing. To assist in determining whether the prices quoted in your offer under subject solicitation are "fair and reasonable", your cooperation is requested in submitting the following information:

- (a) A copy of the current catalog or established price list for the articles covered by the offer, or information where the established price may be found.
 - (b) A statement that such catalog or established price list:
 - (1) Is regularly maintained.
 - (2) Is published or otherwise available for inspection by customers.
 - (3) States the prices at which sales are currently made to a number of buyers.
- (c) A statement that such articles are commercial items sold in substantial quantities to the general public, at the prices listed in the above-mentioned catalog or established price list.
- (d) A statement that the quoted prices, including consideration of any discount or rebate arrangement, do not exceed prices charged the offeror's most favored customer for like items in similar quantities under comparable conditions.

If the offeror is unable to provide the information requested above, the offeror is requested to submit the following pricing information on the three most recent sales of the items being procured or similar items. Where the pricing information furnished is on similar items, the offeror shall indicate the differences. Pricing information furnished should be as current as possible, and should be on quantities similar to this solicitation

Date of Sale	Quantity	Unit Price	Customer Contract No.	Name/Phone No.

Ddl-L40 SUBMISSION OF QUESTIONS BY POTENTIAL OFFERORS

It is the offeror's responsibility to bring to the attention of the Contracting Officer at the earliest possible time, but prior to the closing date, any ambiguities, discrepancies, inconsistencies, or conflicts between the Statement of Work (SOW) and other solicitation documents attached hereto or incorporated by reference. All questions are requested in writing by 24 January 2003.

SECTION M Evaluation Factors for Award

CLAUSES INCORPORATED BY FULL TEXT

HQ M-2-0001 BASIS OF AWARD (NAVSEA) (SEP 1990)

ALL UNITS OF ALL ITEMS WILL BE AWARDED TO ONE OFFEROR. OFFERS, THEREFORE, MUST BE ON THE BASIS OF FURNISHING ALL UNITS OF ALL ITEMS.

CONTRACT DATA REQUIREMENTS LIST

(2 Data Items)

Form Approved OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 220 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

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CONTRACT DATA REQUIREMENTS LIST

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TEST/INSPECTION REPORT

2. IDENTIFICATION NUMBER

DI-NDTI-80809B

3. DESCRIPTION/PURPOSE

3.1 The test/inspection report is used to document test/inspection results, findings, and analyses that will enable the government or contracting agency to evaluate compliance with system requirements, performance objectives, specifications, and test/inspection plans.

	1, 14, 1-2-1, 2-1, 12	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)	6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE
ì	(YYMMOD)	F/AFMC-DOP	Ì	
	970124			

7. APPLICATION/INTERRELATIONSHIP

- 7.1 This data item description (DID) contains the format and content preparation instructions for the data product generated by the specific and discrete task requirement as delineated in the contract.
- This DID is applicable to engineering (developmental), preliminary qualification, qualification, and acceptance testing.
- 7.3 This DID supersedes DI-NDTI-80809A and DI-MISC-80653.

8. APPROVAL LIMITATION	9a. APPLICABLE FORMS	9b. AMSC NUMBER
,		F7231

10. PREPARATION INSTRUCTIONS

- 10.1 Format. Contractor format is acceptable. Organize the information required by paragraph 10.2 and its subparagraphs in a manner that facilitates presentation and understanding
- 10.2 Content. The test/inspection report shall contain the following information, as applicable.
- 10.2.1 Cover and title page. The following information shall appear on the outside front cover and title page:
 - a. Report date.
 - Report number (contractor or government)
 - ъ. с. Contractor's name, address, and commercial and government entity code.
 - d. Contract number and contract line item number or sequence number (if applicable).
 - e. Type of test/inspection (for example, first article acceptance test, quality conformance inspection, developmental test, qualification test, environmental test).
 - f. Identification of item tested/inspected.
 - g. Date or period of test/inspection.
 - Name and address of requiring government activity. h.
 - i. Security classification, downgrading and declassifying information, if applicable.

(Continued on page 2)

11. DISTRIBUTION STATEMENT

DISTRIBUTION STATEMENT A: APPROVED FOR PUBLIC RELEASE; DISTRIBUTION IS UNLIMITED.

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- Block 10, Preparation Instructions (continued)
- 10.2.2 Table of contents. The table of contents shall identify the following:
- a. The title and starting page of each major section, paragraph, and appendix of the report.
- b. The page, identifying number, and title of each illustration (for example; figure, table, photograph, chart, and drawing).
- 10.2.3 Introduction. The introduction shall include the following information:
- 10.2.3.1 Test/inspection objective(s). The specific test/inspection objective(s) as specified in the contract tasking document.
- 10.2.3.2 Item(s) tested/inspected. Complete identification of the item(s) tested/inspected including the following:
 - a. Nomenclature.

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- b. National stock number.
- c. Model number, part number, and serial numberd. Type of item (for example, prototype, production item, laboratory model).

 - e. Serial or lot number.f. Applicable engineering changes.
 - g. Production item specification, if applicable.
 - h. Date of manufacture.
- 10.2.3.3 Test/inspection requirements. Complete identification of the test/ inspection requirements correlated to contractual requirements including the following:
 - a. Required test/inspection parameters.
- b. Performance requirements, acceptance or compliance limits, and environmental criteria.
- 10.2.4 Summary. Complete test/inspection report summary including the following:
- a. A brief discussion of the significant test/inspection results, observations, conclusions, and recommendations covered in greater detail elsewhere in the report.
- b. Proposed corrective actions and schedules for failures or problems encountered.
- c. Identification of deviations, departures, or limitations encountered, referenced to the contract requirements.
- d. Tables, graphs, illustrations, or charts as appropriate to simplify the summary data.
- 10.2.5 Reference documents. Complete identification of all documents referenced in the test/inspection report including the following, as applicable:
 - a. Prior test/inspection reports on the same item.b. Test/inspection plans and procedure documents.
- c. Prior certifications of compliance.d. Contractor's file designation where test/inspection records are maintained.
 - e. Input parameters used.

The applicable issue of the documents cited therein, including their approval dates and dates of any applicable amendments, notices, and revisions, shall be as specified in the contract.

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- 10.2.6 Body of report. The body of the test/inspection report shall be as follows:
- 10.2.6.1 Test equipment identification. Complete identification of each item of test equipment used in the test/inspection including the following:
 - a. Nomenclature.
 - b. Model number.
 - Serial number. C.
 - d. Manufacturer.
 - e. Calibration status.

 - f. Accuracy data.g. Comments, if applicable.
- 10.2.6.2 <u>Test/inspection facility installation and set-up</u>. Complete description of the physical set-up used in conducting the test/inspection to include the following:
- a. Location or orientation of the item.b. Location, orientation, or settings of test equipment and instrumentation.
 - c. Location, orientation, or settings of sensors and probes.
 - d. Location or orientation of interconnections, cables, and hoop-ups.
 e. Electrical power, pneumatic, fluidic, and hydraulic requirements.

Drawings, illustrations, and photographs may be used for clarification.

- 10.2.6.3 Test/inspection procedures. Complete description of the procedures used in conducting the test/inspection to include the following:
- Item selection and inspection that verified suitability for test/ inspection.
- b. Summarized sequence of testing/inspection steps, including a description of how the item was operated during the test/inspection, and any control conditions imposed.
- 10.2.6.4 Test/inspection results and analysis. A copy of all test/inspection results and analysis to include the following:
- 10.2.6.4.1 Recorded data. The actual recorded data (for example, log book entries, oscillographs, instrument readings, plotter graphs). If the recorded data is extensive, provide it in an appendix.
- 10.2.6.4.2 <u>Test/inspection results</u>. Identification of all test/inspection results to include the following:
- a. Matrices comparing results achieved against test/inspection objectives or requirements.
- b. A discussion of these matrices as to their significance, and how they compare to any prior test/inspections.
- c. Calculation examples.d. Discussion of anomalies, deviations, discrepancies, or failures, including their impact, causes, and proposed corrective actions. The discussion shall address discrepancies between design requirements and the tested/inspected configuration.
- 10.2.6.5 Conclusions. Test/inspection conclusions distinguished between objective and subjective to include the following:
- a. The effectiveness of the test/inspection procedures in measuring A Dam derionar / :

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- b. The success or failure of the item to meet required test/inspection objectives.
 - c. The need for repeat, additional, or alternative tests/inspections.
- d. The need for item redesign or further development.
- e. The need for improved test/inspection procedures, techniques, or facilities.
 - f. The adequacy and completeness of the test/inspection requirements.
- 10.2.6.6 Recommendations. Recommendations appropriate to the test/inspection results and conclusions including the following:
 - a. Acceptability of the item tested/inspected (pass or fail).
 - b. Additional testing/inspection required.c. Redesign required.

 - d. Problem resolution.
 - e. Test/inspection procedure or facility improvements.
 - f. Disposition of items tested/inspected.
 - Documentation changes required.
 - h. Testing/inspection improvements.
- 10.2.7 Authentication. The following certifications shall be included, as applicable:
- 10.2.7.1 Authentication of test/inspection results. A statement that the test/inspection was performed in accordance with applicable test/inspection plans and procedures, and that the results are true and accurate. The authentication shall include the signature of the contractor personnel that performed the test(s)/inspection(s), a contractor representative authorized to make such certification, and any government witnesses.
- 10.2.7.2 Authentication of prior validation. A statement identifying those requirements not tested/inspected or measured that were previously validated. Include identification of the data and method employed for such validation (for example, prior test/inspection, analytical verification, equivalent item, and so on). The authentication shall include the signature of a contractor representative authorized to make such authentication and any government witness.
- 10.2.7.3 Authentication of acceptability. A statement that the item tested/ inspected either passed or failed item acceptability requirements. This authentication shall include the signature of a contractor representative authorized to make such authentication and any government witness.
- 10.2.8 Appendices . Appendices shall be used to append detailed test/inspection data, drawings, photographs, or other documentation too voluminous to include in the main body of the report. This includes referenced documentation not previously provided by the government, and test/ inspection reports from any associated test/inspection acrivity that may ageportormed some of the testing/inspectant testile

DATA ITEM DESCRIPTION

Title: TECHNICAL REPORT - STUDY/SERVICES

Number: **DI-MISC-80508A** Approval Date: 7 November 2000

Office of Primary Responsibility: G/TS-ALS

GIDEP Applicable: No Applicable Forms: No

AMSC Number: G7408

DTIC Applicable: Defense Technical Information Center (DTIC), 8725 John J. Kingman Rd.,

Ste. 0944, Ft. Belvoir, VA 22060-6218

Use/Relationship

A technical report provides fully documented results of studies or analyses performed. This data item description contains the format and content instructions for the data product generated by the specific and discrete task requirement as delineated in the contract.

This DID supersede DI-MISC-80508.

Requirements:

1. Format.

- (a) The report and all attachments shall be typewritten, or otherwise clearly lettered, and shall be duplicated using non-fading ink.
 - (b) Text shall be prepared on standard letter size paper (8 1/2" x 11").
- (c) When attachments are included, they shall be fully identified, referenced in the text, and folded to conform to the size paper used in the report.
- (d) Security classification and distribution markings shall conform to the requirements of the contract, purchase description and security requirements checklist, as applicable.

2. Content.

- (a) Title Page Identifies the report by providing contract number, project name or purchase description title, task number, and reporting period.
- (b) Table of Contents
- (c) Section I Includes the following:
 - (1) Introduction
 - (2) Summary A brief statement of results obtained from the analytic effort,
 - (3) Conclusions and their condensed technical substantiation's.
- (d) Section II A complete and detailed description of the analytic results which led to the conclusions stated in Section I above.